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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ANDY GARCIA, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

vs.

GREAT LAKES SERVICES, LLC,

Defendant.

Case No. 30-2020-01141083-CU-OE-CXC

**DECLARATION OF ANDY GARCIA IN
SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

1 **DECLARATION OF ANDY GARCIA**

2 I, Andy Garcia, declare as follows:

3 1. I am the Named Plaintiff and representative of the State of California and the Aggrieved
4 Employees in the above captioned matter. I am over the age of eighteen. The following statements are based
5 on my personal knowledge. If called upon to testify as to the matters stated herein, I could and would do so
6 competently.

7 2. I submit this declaration in support of the Motion to Approve Settlement Pursuant to Private
8 Attorneys General Act of 2004 ("PAGA") in the above-captioned case.

9 3. I have been employed with Defendant from February 2018 through the present. I worked as a
10 server at the Great Wolf Lodge in Garden Grove, California. I have not performed any services at Great Wolf
11 Lodge for Great Lakes Services, LLC ("Defendant") since my furlough on approximately March 16, 2021. I
12 was not asked to return to work for Defendant after the facility reopened.

13 4. I experienced issues in my employment with Defendant, including Defendant's failure to pay
14 all my overtime owed, failure to pay all tip wages owed from gratuity payment, failure to authorize and
15 permit meal and rest breaks, failure to compensate for all hours worked, and failure to provide accurate
16 itemized wage statements. I decided to contact an attorney about these issues. Schneider Wallace Cottrell
17 Konecky LLP is representing me in this case.

18 5. Prior to filing the case, I had multiple telephonic interviews with my attorneys. Generally, we
19 discussed my work experiences, the law, and the kinds of claims I could pursue. We also discussed the risks
20 of proceeding with a case like this. I faced risks of retaliation and impacts to my future employment prospects
21 by serving as the named representative in this case.

22 6. I knew that there was no guarantee that we would be successful in this case, and that there
23 was a significant chance of protracted litigation. I understood I could potentially be liable for fees and costs. I
24 realized that my name would be on a representative action, and that this information could be visible to others.
25 I also understood that I could have to spend a significant amount of time in the discovery process. However, I
26 felt strongly that Defendant had unlawful wage and hour policies and/or practices. Therefore, I decided to
27

1 proceed as a representative plaintiff and file a lawsuit. I understood that I would serve as the Named Plaintiff,
2 the representative of a proposed class of workers, and the representative employee for claims under the
3 PAGA.

4 7. I worked with my attorneys to answer questions and review facts about my employment with
5 Defendant so that they could draft the representative action complaint. We filed the case on May 26, 2020 in
6 the Orange County Superior Court.

7 8. We then entered the discovery phase. Defendant served one set of requests for production of
8 documents and one set of special interrogatories. I discussed these requests at length with my attorneys, and
9 we worked together to prepare responses. I supplemented the responses to the requests for production of
10 documents, as the same requests were later included in the notice of my deposition. I estimate I spent 3-4
11 hours assembling information and documents. I provided documents including my W-2, PAGA notice,
12 communications with Defendant, photographs, and videos. When the responses were finalized, I reviewed
13 them closely.

14 9. In addition to written discovery, Defendant's counsel took my deposition remotely on
15 January 26, 2021. I met with my attorneys by telephone conference for a preparation session prior to the
16 deposition. Afterwards, I reviewed the transcript to ensure that my testimony was properly and accurately
17 recorded.

18 10. Early in the case, I discussed alternative dispute resolution with my attorneys. We discussed
19 the potential for mediation and settlement. I was aware that the parties would be proceeding with a mediation
20 on June 15, 2021, to attempt to resolve both the PAGA claims at issue, and my individual arbitrable claims. I
21 remained on-call during the mediation and stayed updated regarding the progress during the mediation and
22 afterwards.

23 11. After the proposed Settlement was reached, I carefully reviewed the terms. I discussed the
24 Settlement with my attorneys. I spent approximately 2 hours evaluating the proposed outcome to assure that it
25 was fair.

26 12. Based on my own review and my attorneys' evaluation and recommendation, I believe the
27

1 settlement is fair and reasonable. I signed the Settlement on November 18, 2021.

2 13. Throughout this action, I have been in constant communication with my attorneys to keep
3 apprised of the status of the litigation and to answer questions necessary for them to pursue this case. I have
4 kept up-to-date on the status at every phase.

5 14. In sum, I worked with my attorneys to prepare the complaint, provided documents and
6 information to respond to discovery, sat for my deposition, participated in the mediation process and
7 settlement decisions, and otherwise remained in constant contact with my attorneys. Over the course of this
8 litigation, I have contributed approximately 25-30 hours of my own time to the litigation of these claims.

9 15. In order to make this proposed Settlement a reality, I agreed to a general release. The general
10 release encompasses all claims that I may have, arising out of my employment with Defendant. In contrast, I
11 understand that the release for the Aggrieved Employees is limited to civil penalties under the PAGA for the
12 claims alleged. I agreed to the general release as a condition of settlement in order to resolve my claims and
13 the claims of the Aggrieved Employees.

14 16. Aside from the payment I am eligible to receive as an Aggrieved Employee and the Service
15 Award for serving as the employee representative, I am not receiving any other benefits from this Settlement.¹
16

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
18 and correct. Executed on 12/16, 2021 at Bixby, Oklahoma.
19

20 

21 _____
22 Andy Garcia
23
24
25

26 ¹ I have signed a separate settlement agreement, which includes an additional settlement amount, with Defendant
27 regarding resolution of my individual arbitrable claims.